

Muscatine CSD

AFSCME #1560 (Blue Collar)

7/1/2005 6/30/2007

MUSCATINE CSD / AFSCME # 1560 (BLUE
COLLAR) 05-07

COMPREHENSIVE AGREEMENT

Between

Muscatine Community School District

and

Local 1560 American Federation of State,
County, and Municipal Employees, AFL-CIO

Custodial, Maintenance, and Mechanics Personnel

July 1, 2005- June 30, 2007

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AGREEMENT

Between

Muscatine Schools

and

Local 1560 American Federation of State,
County, and Municipal Employees, AFL-CIO

2005-2007

PREAMBLE

This agreement entered into by Muscatine Schools, herein-after referred to as the Employer, and Local 1560 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment required by law.

ARTICLE I - RECOGNITION

Section 1. Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, and other conditions of employment as outlined in Chapter 20 of Public Employment Relations Board. The unit for purposes of collective bargaining is the custodial, maintenance and mechanics as certified by the Public Employment Relations Board.

Section 2. Dues Checkoff

The employer agrees to deduct the union membership dues from the checks of employees who individually request in writing that such deductions be made, beginning on the date of such employee election. The amounts and the methods to be deducted shall be certified in writing to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer five working days after such deductions are made. The employee's signature must appear on the authorization form for payroll deduction in order for it to be effective.

Such orders shall be terminable, with written notice to the Employer and the Union during a two (2) week period following the employee's seniority date. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

No other employee organization shall be granted a payroll deduction of dues for employees covered by this agreement.

The employer shall submit to the Union with each remittance of deductions, a list of all employees having such deductions. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a computer disk, which, in a format agreeable to both parties, shows the bargaining unit employee's name, social security number, home address, payroll number and any other information mutually agreed to. Upon request, the employer shall advise the designated local union representative of any changes in the membership or in the hourly work status of the bargaining unit or its incumbents.

ARTICLE II - MANAGEMENT RIGHTS

Except where specifically limited by the express language of this agreement, the District retains the sole and exclusive right and discretion to operate the schools in the manner it deems advisable. The exercise of such rights and discretion shall not be subject to any grievance procedure.

In addition to those provided by law, management rights include, but are not intended by either of the parties to be limited to, the following:

1. The right to determine school policies.
2. The right to assign work, working hours, and overtime. Non-bargaining unit employees, except for the Director of Facilities and Supervisor of Custodians, shall not be assigned to perform bargaining unit work except in cases of emergency or for instruction.
3. The right to establish, modify, and/or change work schedules.
4. The right to establish methods, processes, and machinery and equipment to be used.
5. The right to direct the employees, including the right to hire, promote, demote, layoff and suspend.
6. The right to discipline and discharge for proper cause.
7. The right to organize and reorganize the working force and the content of jobs.
8. The right to establish, amend, or delete job classifications and related pay grades as needs arise.
9. The right to establish safety, health, and security rules and measures.
10. The right to establish, modify, and enforce rules.
11. The right to introduce new or different methods and techniques of operation and the right to change or eliminate existing methods and techniques.
12. The right to subcontract work so long as no subcontract is for the purpose of replacing existing bargaining unit employees, unless the District economically must do so. In the latter event, the District shall first meet with the Union to discuss alternative methods for making continuation of the bargaining unit economically feasible.
13. The right to determine the supervisory force.
14. The right to transfer employees or to transfer work from certain employees to others.
15. The right to curtail operations in whole or in part.
16. The right to assign bargaining unit work to non-bargaining unit employees when necessary for the efficient operation of the District.
17. The right to take any and all measures for the orderly, efficient and economical operation of the school district, except as otherwise limited by this agreement.
18. The right to control the use of District property.
19. The right to determine the course and future of the schools.
20. The right to determine staffing levels in all job classifications.

ARTICLE III - DISCIPLINE AND DISCHARGE

Section 1. Discipline

Disciplinary action or measures shall be progressive, when applicable, and shall include only the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge (notice to be given in writing)

Disciplinary action may only be imposed on an employee for just cause.

Employees shall be notified in writing of disciplinary and discharge actions taken against them which shall be for proper cause. Disciplinary actions shall be voided by completing one year of service after receipt of the warning without receiving further warnings. For example, if an individual is given a warning on September 1, 1981, and has no further warnings from that date until September 1, 1982, the individual would have a clean slate as of September 1, 1982. If the same individual who received the warning on September 1, 1981, received another warning on November 1, 1981, the second offense would not be erased until November 1, 1982. If no further warnings were received between November 1, 1982, and November 1, 1983, the individual's first warning shall be voided.

The union shall be sent a copy of all disciplinary notices (or notice of an oral reprimand) within three working days following the discipline.

Grievances involving a suspension or discharge may begin at Step III of the grievance procedure.

ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Rights Grievance and Arbitration Procedure

A. Procedure

Any written, alleged violation of an express provision of this contract, including the application, meaning, or interpretation of an express provision of this agreement, shall be settled in the following manner:

Step I. The employee shall first discuss the matter with her/his supervisor. The employee may elect to have the Union steward present if (s)he wishes.

Step II. The Union steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor (Building Principal or Director of Facilities) within ten (10) days of the date of the grievance or the date the employee should have learned of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) work days. A list of supervisors to whom grievances should be directed will be provided to the Union.

Step III. The Union with the employee may appeal the grievance by filing a written statement of the grievance to the Superintendent's designee (Director of Human Resources) within five (5) work days. (S)he shall schedule a meeting and respond in writing within five (5) work days.

Step IV. If dissatisfied with the Step III answer, the grievance may be appealed within five (5) work days to the Superintendent. The Superintendent shall schedule a meeting within ten (10) work days with the Union steward, the Council representative, and the employee in an attempt to settle the dispute. The Superintendent shall respond in writing within five (5) work days. The Board, at its discretion, may elect to sit with the Superintendent and hear the grievance at Step IV.

Step V. If the grievance still remains unadjusted, the Union or the District may appeal the grievance to arbitration by serving written notice to the Board of Education or the Union, as the case may be, within the ten (10) work days of receipt of the Step IV answer.

The Employer shall provide to the Union president a list identifying the names of each Step I and Step II supervisor.

If the parties mutually agree, the grievance may be processed during the steward's working hours, in which case the steward shall be paid for such time.

Grievances initiated as a result of discharge or suspension may be filed initially at Step III of the grievance procedures.

Arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two complete panels and to strike two names from the third panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator.

Only the cost of the arbitrator and expenses of the hearing shall be shared equally by the parties; the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost.

If the grievance is not appealed by the initiating party to the next step of the grievance procedure within the prescribed time limits, it shall be settled on the basis of the answer provided.

The union shall be allowed to file group format grievances.

Section 2. Interest Arbitration Procedure

If the parties should fail to reach agreement on any mandatory item in the negotiations, the Public Employment Relations Board shall be requested to provide a mediator for the dispute. It shall be the mediator's function to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

If the impasse persists ten days after the mediator conducts the first mediation session, the impasse shall go to arbitration.

If the parties cannot mutually agree on an individual to arbitrate the impasse, the Public Employment Relation Board shall be requested to furnish a list of five (5) arbitrators. Each party shall have the right to reject two lists. The Employer and the Union shall alternatively strike names from the first, second, or third list, as the case may be, until one remains, and that person shall be the arbiter. The first strike shall be by the Union.

The decision of the arbiter shall be final and binding on both parties to the extent required by law. The arbiter shall be requested to furnish such decision not later than fifteen (15) days after the beginning of the proceedings.

ARTICLE V - SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous service with the Employer in the bargaining unit covered under this contract since her/his last date of hire into this bargaining unit. When a classification is accreted into the bargaining unit, the seniority date of the employee holding the classification shall be the date the employee entered the classification.

Section 2. Probation Period

New (probationary) employees shall be added to the seniority list ninety (90) working days after their date of hire. However, probationary employees may be released during their probationary period without access to the grievance procedure.

Prior to initial employment, the employee is required to provide a statement of physical fitness from a physician and a Mantoux test. The district will reimburse the employee, up to \$75 in FY-06 and thereafter when a receipt for the physical is presented for payment.

Other pre-employment fitness to perform examinations may be required. Such examinations, shall be specific to actual job requirements and essential functions of the job for which the applicant has applied and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria specific to the job requirements of the specific job for which the applicant has applied shall be valid grounds not to hire. However, the Americans with Disability Act (ADA) requirements for reasonable accommodations shall remain in force.

Section 3. Seniority Lists

A seniority list by classification and hire date shall be posted quarterly (on or before January 8, April 8, July 8, and October 8). The list shall be considered correct unless the Union or the affected employee(s) challenge the accuracy of the list by contacting the human resource department and state the error(s).

Section 4. Breaks in Continuous Service

An employee's continuous service record shall be broken by termination for any reason.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Employee shall lose their seniority and the employment relationship shall be broken and terminated in the following cases:

1. Accepted employee resignation
2. Upon discharge for cause.
3. Absent three (3) consecutive workdays without employer approval, including failure to return from an approved leave of absence. Approval shall not be unreasonably withheld.
4. Employee retires.

ARTICLE VI - LAYOFFS

Section 1. Order of Layoff

In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority, provided and except that remaining employees must be qualified at the time of layoff to perform work needed by the District within the classifications the employees hold. Employees may accrue and hold seniority in more than one classification.

Section 2. Recall

Employees shall be recalled from layoff according to their seniority, provided the employees recalled are able to perform the work needed by the District. Employees shall retain rights for up to two (2) years following layoff.

Section 3. Bumping

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise seniority rights to bump the least senior employee with the same number of hours whose job (s)he is qualified to perform.

If no less senior employees, then employees shall be permitted to bump the least senior employee with the closest comparable hours.

Section 4. Substitutes when employees are on layoff

In the event employees are on layoff, the laid off employee shall be offered the ability to sign up for a fill in list. Rate of pay for laid off employees filling in shall be the rate of pay in the classification in which the work arises, coupled with the employee's seniority date. The District shall make a good faith effort to allow laid off employees to fill in prior to hiring substitutes or temporary employees not on layoff.

ARTICLE VII - BIDDING OR TRANSFER PROCEDURES

Section 1. Bidding Procedure

Whenever a job opening occurs--other than a temporary opening--in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for five (5) work days. The notice shall include rate of pay, work schedule, location, classification title, closing date and minimum qualifications for the job. The position shall be posted and filled within ten working days unless the District provides written notice to the bargaining unit chairperson of the need for a legitimate delay.

During this period, employees who wish to apply for the open position or job--including employees on layoff--may do so. The application shall be in writing, and it shall be submitted to the person named on the posting.

The position shall be awarded to the most senior applicant, provided this applicant meets the minimum qualifications of the open position at the time of bidding. The minimum qualifications shall be those established on the job description for each respective classification. The District shall notify the Union in writing of any modifications to job descriptions at time said modifications occur. Employees shall be transferred into the new position at the same longevity level they were at in their former position.

Successful applicants shall be provided a one (1) day period in the new position, prior to the posting of their current position, for purposes of working the new position if the new position is in a different building or on a different shift. At the end of this one (1) day period, the applicant may elect to remain in their current position or accept the new position. If the applicant chooses to remain in their current position, the district shall then offer the position to the next successful applicant from those who applied at the time of the original posting. The procedure shall continue in this fashion until an applicant elects to remain in the new position, if ever. If no bidder elects to remain in the position, the district shall then offer the position to outside applicants. After the one (1) day period, if the employee elects to accept the new position, the employee shall not be allowed to re-bid into the position they are leaving when it is posted.

Section 2. Trial period

In the event the successful bidder is awarded a position in a classification other than the classification currently held, the successful bidder will be given a ten working day trial period in the new classification. At the end of the trial period the bidder may remain in the new classification or return to her/his most recently held position. Similarly, at the end of the trial period the Director of Facilities may return the bidder to her/his most recently held position if the employee is unable to adequately perform the requirements of the position. If the District elects this option, reasons for the return shall be reduced to writing. If the bidder chooses to return to the most recently held position or if the District chooses to return the employee to the most recently held position, the District shall then offer the position to the next successful applicant from those who applied at the time of the original posting. The procedure shall continue in this fashion until a bidder elects to remain in the position, if ever. If no bidder elects to remain in the position, the District shall then offer the position to outside applicants.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

Section 1. Work Day

A full-time employee shall normally be scheduled to work an eight-hour day. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period. Eight consecutive hours of work shall constitute a work shift for full-time employees, except full-time employees who work 30 hours or more but less than 40 each week, year round. Employees who normally are scheduled to work less than 30 hours per week are considered part-time employees.

Flex schedules for either the bus mechanic or head mechanic over the non-school summer months that are approved in advance by the Transportation Supervisor shall be permissible under the contract so long as services to the district can be maintained in a reasonable manner. Such flexible schedules shall be mutually agreed upon.

Section 2. Work Week

The normal, full-time work-week shall consist of five consecutive eight hour days.

Section 3. Lunch Period

All full time employees on first and second shift shall be granted an uninterrupted non-paid lunch period of no less than one-half hour. The Employer shall schedule the lunch period approximately in the middle of the shift. Employees on third shift shall not be given a lunch period due to their rest period schedule.

Section 4. Overtime

Employees shall be paid time and one-half their regular rate of pay for all hours worked before and after the eight hours they work on their normally scheduled shift. Employees shall be notified of shift schedule changes at least two days in advance. Shift schedules shall not be changed for the sole purpose of avoiding the payment of overtime.

Employees who work overtime shall receive paid breaks in the same manner as our current third shift, i.e. 20 minutes paid for every four hours worked.

Section 5. Rest Period

All employees on first and second shift may take a ten minute Employer paid rest period during each half shift. The rest period shall be scheduled by the Employer at approximately the middle of the half shift. Employees on third shift shall be allowed a twenty (20) minute paid rest period during each half shift. The third shift rest periods shall be deemed to include time for the employee's lunch period.

Section 6. Posting Schedules

Shifts, work days, and hours shall be posted on all bulletin boards at all times. All work schedules will be posted at all times. If employees desire, they will be allowed non-binding input when schedule changes are made.

Section 7. Call-Ins

When deemed necessary by the Director of Facilities or designee, all employees providing the services of a call-in shall be paid a minimum of two hours of work at time and one-half, except if the call-in is to lock building doors in which case a minimum of one hour of call-in pay shall be granted.

Section 8. Summer Work

Part-time employees must complete their normal contract year in their normal job. If additional custodial positions open up after the end of their contract year or if custodial personnel are needed to fill in for absent custodians, the part-time employees will be given first opportunity to fill the jobs in seniority order. If a part-time employee refuses a position (s)he will not again be asked to work in available positions until all other part-time employees who are not yet working have been asked to work. If the District errs in the application of this provision, it shall not give rise to any pay liability. This provision shall not apply to the MYCC or JTPA programs or other similar programs.

The additional services of an employee under this section shall not qualify the individual for benefits in excess provided by their regular scheduled position.

ARTICLE IX - HOLIDAYS

For an individual to receive holiday pay, (s)he must work her or his last full scheduled day before and first full scheduled day after the holiday. All work performed on a holiday shift shall be paid at double time in addition to the employees holiday pay. Employees who perform no work on a holiday shall receive holiday pay for the holiday.

1. All classified personnel working less than a twelve (12) month basis shall be paid for six (6)* holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- President's Day
- Good Friday
- Memorial Day

*For those less than 12 month employees who have a combination of paid leave and work of at least 80 hours during June shall be paid for Independence Day as a holiday.

2. All classified personnel working on a twelve (12) month basis shall be paid for ten (10) holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- New Year's Day
- President's Day
- Good Friday
- Memorial Day

Should any of the above holidays fall on a Saturday or Sunday, the Friday preceding or Monday following shall be designated as the holiday.

Employees shall be notified by the district within ten working days after the school calendar is approved by the school board which days the district shall celebrate holidays.

ARTICLE X – WAGES

Wages 2005–06

Automatic Longevity Increases	Custodial Worker & Bus Mechanic	Middle School Lead Worker	H S LD WKR Maintenance Worker I	Maintenance Worker II	Head Mechanic & Crafts/Trades	MCSD Determine Liscensed Crafts/Trades
<u>YEAR</u>	<u>Wage</u>	<u>Wage</u>	<u>Wage</u>	<u>Wage</u>	<u>Wage</u>	<u>Wage</u>
1	12.75	13.00	13.59	14.18	15.51	16.13
2	13.00	13.73	14.22	14.68	15.96	16.55
3	13.05	13.78	14.28	14.73	16.02	16.61
4	13.13	13.96	14.51	15.05	16.25	16.96
5	13.23	14.08	14.61	15.16	16.36	17.08
6	13.61	14.39	15.00	15.60	16.86	17.46
7	13.68	14.46	15.06	15.66	16.91	17.51
8	13.76	14.74	15.39	16.03	17.33	17.93
9	13.81	14.80	15.46	16.09	17.40	18.00
10	13.86	14.87	15.51	16.14	17.46	18.05
11	13.92	14.92	15.57	16.20	17.51	18.10
12	14.02	15.02	15.68	16.31	17.62	18.22

Wages 2006–07

Automatic Longevity Increases	Custodial Worker & Bus Mechanic	Middle School Lead Worker	H S LD WKR Maintenance Worker I	Maintenance Worker II	Head Mechanic & Crafts/Trades	MCSD Determine Liscensed Crafts/Trades
<u>YEAR</u>	<u>Wage</u>	<u>Wage</u>	<u>Wage</u>	<u>Wage</u>	<u>Wage</u>	<u>Wage</u>
1	13.08	13.34	13.95	14.55	15.91	16.55
2	13.34	14.09	14.59	15.06	16.38	16.99
3	13.39	14.14	14.65	15.11	16.43	17.04
4	13.47	14.32	14.89	15.44	16.67	17.41
5	13.58	14.44	14.99	15.56	16.79	17.53
6	13.97	14.77	15.40	16.01	17.30	17.92
7	14.03	14.83	15.45	16.07	17.35	17.97
8	14.12	15.12	15.80	16.44	17.79	18.40
9	14.17	15.19	15.86	16.51	17.85	18.47
10	14.23	15.25	15.91	16.56	17.92	18.52
11	14.28	15.31	15.98	16.62	17.97	18.58
12	14.39	15.42	16.09	16.74	18.08	18.69

* The district may, based upon its sole discretion, determine that a lead worker for the maintenance workers is needed. In these cases the district shall select such a person, based upon its sole discretion, and pay a premium of 10% of the selected employee's base wages for the time this employee is providing such services.

In FY-02 the pay matrix was modified, the district shall not decelerate an employee's upward progression on this scale. Those hired in the interim period may be advanced more quickly than they otherwise would have been, but not held back.

New employees shall be paid the starting hourly rate indicated for each classification. Upon completion of the fiscal year the employee shall be moved to the step for the next year.

Section 2. Additional Longevity Pay

Additional compensation shall be paid to an employee based on years of employment with the Muscatine Community School District.

9- 11 years.....	\$.20 per hour
12 -14 years	\$.25 per hour
15- 17 years	\$.30 per hour
18- 20 years.....	\$.35 per hour
21-23 years.....	\$.40 per hour
24- 26 years.....	\$.45 per hour
27 + years.....	\$.50 per hour

Section 3. Pay Dates and Computations

Employees shall be paid twice a month on the 1st and 15th, or the last working day prior to those dates providing the paycheck is not presented for payment prior to the 1st or 15th.

Payroll time cards shall be completed and signed by each employee for each pay period. All overtime, deductions, etc., are included with the days worked as follows:

1st of month to 15th of month -- paid on the 1st of the following month
16th of month to 31st of month -- paid on the 15th of the following month

Nine (9) month employees will have their payroll checks delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative office. Nine (9) month employees desiring to receive their checks during June, July and August by mail will have their envelope deposited in the US Mail the night prior to the scheduled pay date or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their check delivered to the employee's building. The business office cannot be responsible for any delays in the delivery by mail if the employee's check is not received the following day.

Employees may elect to have their paychecks submitted by electronic fund transfer to a single bank account at a single bank of their choice. This practice shall be without charge to the employee so long as the cost per transaction does not exceed the cost of a first class postage stamp. Those who choose electronic fund transfer and nine (9) month employees will have their pay stubs delivered to the employee's place of employment during the school year or they may choose to receive it at the Administrative Office. Twelve (12) month employees will have their pay stubs delivered to the employees' building. Nine (9) month employees will receive their pay stubs by mail during June, July and August unless they choose to receive them at the Administrative Office. The business office cannot be responsible for any delays in the delivery by mail if the employee's pay stub is not received the following day.

ARTICLE XI - INSURANCE AND OTHER BENEFITS

Section 1. Life Insurance

- A. Full-time employees-12 month - \$50,000 + A.D.D.
- B. Part-time employees - school year (9 months - 30 hours or more per week, but not full-time - \$30,000 + A.D.D.)

Employees who qualify for life insurance under the above may elect to purchase an additional amount equal to the amount they qualify for above, at the district rate.

Section 2. Health and Accident Insurance

Each qualified employee shall be covered by a health and major medical program paid for by the Employer that meets the specifications on the contract in effect 7-1-05.

The Employee's cost shall be paid for all employees working 30 hours of employment or more per week. There shall be a 30 day waiting period for all new employees.

The monthly premium for the employee shall be paid for the summer months when the employee does not have a paycheck. Should the employee have a payroll deduction for the health insurance family plan, such employee shall send to the Muscatine Community School District the premium for the months in which the individual does not receive a paycheck. Payment for continuing coverage of the family plan shall be paid by the 20th of each month.

The Employer shall contribute \$140 per month in FY-01 and beyond for those employees entitled to receive individual insurance and who elect to take dependent coverage. If the cost of such dependent coverage increases, employees shall pay for such increase, but the Employer shall not lower benefit levels to maintain lower employee costs. Employees shall be informed of any insurance premium increases as soon as the District is informed. Insurance terms and conditions in existence as of 7/1/05 shall remain in effect unless mutually agreed to the contrary between the District and the Union.

The hourly requirement was raised from 20 to 30 hours during the 1974-75 year. The following provisions apply to health insurance:

- A. Employment of 30 hours or more per week for any employee commencing work after July 1, 1975, to qualify for coverage.
- B. Employees working a scheduled week of 20 or more hours prior to July 1, 1974, shall continue to be covered.

- C. Should an employee qualifying for insurance be reduced in hours by management to less than:

30 hours if employed after July 1, 1975

20 hours if employed prior to July 1, 1975

said employee shall continue to have his insurance coverage for the remainder of the fiscal year.

- D. Should an employee qualifying for insurance request and be granted reduced work week to less than 30 hours, insurance coverage shall be terminated at the end of the month that the individual begins working the shortened work week.

Section 3. Long Term Disability Insurance

The District shall pay the cost of Long Term Disability Insurance for employees working 30 hours or more per week which shall provide disabled employees with 70% of their base salary during the term of their disability to age 65. Such payments shall begin 90 calendar days after the commencement of the disability or after an employee has exhausted all unused sick leave benefits, whichever comes later. The provisions of the policy shall be set forth in the insurance document, a copy of which shall be furnished to the Union.

Section 4. Dental Insurance

The District shall purchase individual employee dental insurance for individuals working 30 hours or more per week. Dependent coverage shall be available at employee expense in accordance with the carrier's participation guidelines. The plan shall be as negotiated and implemented 7-1-05.

Section 5. Insurance Description

All employees shall receive a description of the insurance plans (and any changes agreed to) listed above.

Section 6. Insurance on Tools

Each July 1st or the first workday thereafter, the District shall provide \$100 to employees in the classification of Head Mechanic. Said payment shall be in lieu of providing District paid tool insurance.

Section 7. Worker's Compensation

The District shall provide worker's compensation insurance for employees injured on the job who are unable to work. Individuals injured on the job and qualifying for lost time benefits may not receive sick leave benefits and worker's compensation at the same time.

Section 8. Social Security (F.I.C.A.)

The Muscatine Community School District shall contribute the required amount to the employee's Social Security retirement fund as required by law.

Section 9. Iowa Public Employee's Retirement System (I.P.E.R.S.)

The Muscatine Community School District shall contribute the required amount to the employee's I.P.E.R.S. retirement fund as required by law.

Section 10. Medical Exams

The district will pay for physical exams it prescribes administered by a physician of its choice. The employee may secure the required physical exam from a physician of their choice and the district shall reimburse the employee not to exceed \$75 in FY-06 and thereafter.

Section 11. Uniform allowance

The district shall pay 50% of the cost up to \$6.00 per week per mechanic for 52 weeks per year for our school bus mechanics to wear specific district designated shirts, slacks and or coveralls.

Section 12. Benefit Qualification

Any regularly scheduled hours that are worked within any MCSD position shall count for purposes of determining benefit eligibility. Qualifications for benefits are subject to the specific unit in which the most hours are worked. Benefits are charged to the unit in which the employee has the most hours.

ARTICLE XII - LEAVES OF ABSENCE

- A. All leaves are pro-rated if an individual begins work after the normal starting date, eg. an employee begins work at the end of the first semester and would receive 5 days sick leave until the end of the school year, not 10. A day of leave is considered the individual's normal working day, eg. a person working 4 hours per day would receive 4 hours sick leave pay and would be reduced 1 sick leave day on his total accumulated balance.
- B. Any and all leave may be taken in increments of 1/2 day; except for school bus drivers who may take them in increments of 1/3 day if they drive three regular routes per day. A person working two (2) positions daily for the district shall treat each position individually and may not use personal leave in blocks of less than two (2) hours.
- C. An employee shall report their intention to be absent from duty to their immediate supervisor or designee in a manner that is reasonable and acceptable to their immediate supervisor.
- D. The term household, as used in this article, shall mean all persons of whatever ages, whether related or not related, who habitually reside in the same household as a group.
- E. Employees shall be given a written accounting of accumulated leave with each salary payment.
- F. An employee who is unable to continue work because of a personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability, up to 365 calendar days.
- G. The board agrees to continue to pay all fringe benefits provided by this agreement for the duration of any paid leave.
- H. Return from leaves:

Except as noted elsewhere in the contract custodial-maintenance employees, returning to work from a non-paid leave to work within thirty (30) working days shall be entitled to return to their previous position; employees returning after thirty (30) working days shall be allowed to bump the least senior employee, in the same classification, providing the returning employee has seniority.

Custodial-maintenance employees, returning to work from a paid leave are entitled to return to their previous position.

An employee returning from a FMLA leave, however, shall be returned to the position from which they left.

- I. Second and third shift custodians may use any of these leaves for recuperation.

1. Sick Leave:

- A. All employees shall be entitled paid sick leave days on the date of hire and on July 1st of each subsequent year based on the following schedule.

10 days the first year
11 days the second year
12 days the third year
13 days the fourth year
14 days the fifth year
15 days the sixth and subsequent years

Unused sick leave shall be accumulated from year to year with a 135 day limit.

While no more than 135 days may be accumulated, an employee using the entire allotment because of an extended illness during any one year shall be credited with the sick leave days remaining in the current year to which (s)he would otherwise be entitled. In other words, a person may have earned, accumulated and then use up to 150 days in any one year.

- B Sick leave shall be defined as the absence of an employee from their regularly assigned duties as a result of the employee's and or employee's immediate household member's illness, injury or disability, and or the serious illness, injury of disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild.

- C. Sick leave used as a result of an immediate household member's illness, injury or disability, or the serious illness, injury, or disability of the employee's mother, father, mother-in-law, or father-in-law, child or grandchild will be limited to five (5) days.

- D. An employee may use up to two (2) days of their sick leave for medically related appointments. [Employees undergoing follow-up therapeutic treatment, e.g., chemotherapy, are not limited in their use of sick leave up to their maximum accumulated.]

2. Personal Leave:

At the beginning of every school year, each employee shall be credited with two (2) paid days to be used for the employee's personal leave. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day(s) shall notify his immediate supervisor or designee at least one day in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave when requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leave on such days.

3. Jury and Legal:

Any employee called for jury duty during scheduled working hours shall be provided the time without loss of pay.

The employee may choose to:

1. Not be paid for the time off and retain the pay from the clerk of courts.
2. Accept full pay from the district for normal working hours for the time off and shall turn over any pay received from the clerk of courts to the district.

4. Bereavement:

Up to five (5) paid days leave at any one time for the death of the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-child, step-parent, step-brother, step-sister, or any other member of the employee's immediate household; and up to three (3) days for son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew, provided the employee attends and/or makes arrangements for such funerals.

Bereavement leave for death of a friend(s) not to exceed more than one full day or two (2) half days per year. In the event of the death of an employee or student in the Muscatine School District, the immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

5. Emergency Leave:

Up to three (3) paid days of leave with full pay for emergencies may be granted to employees during each school year.

An emergency is a condition which requires the presence of the employee. The type of absences for which emergency leave may be approved are:

- a. Accident involving his/her property, or the person or property of a member in his/her immediate family (spouse, parent, child, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, of such an emergency nature that the immediate presence of the employee is required during the working day.
- b. Serious or critical illness of a member of the immediate family, as defined above, calling for the services of a physician and of such an emergency nature that the immediate presence of the employee is required during his/her working day.
- c. Other real emergencies, not specified above, which require the presence of the employee.

6. Selective Service Physical:

Employees called for selective service physical examinations shall be excused without loss of pay for such purposes.

6. Association leave:

Each of the certified bargaining units shall have these rights. Up to three (3) employees per year may be granted leave for up to two (2) weeks each for official Union business. The district shall not pay for such time off and may limit the number of employees taking leave at any time if the district is unable to provide for performing the employee's job duties in their absence.

Employees choosing to do Union work which takes them from their employment for an extended period of time with the employer shall, at the written request of the Union, be granted an unpaid leave of absence. The leave of absence shall not exceed two (2) years and the employee shall retain their seniority for this period.

8. Professional conferences:

The board agrees to provide, upon written application by the employee and written approval by the superintendent or designee the appropriate expenses for employees who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses as well as the cost of the substitute needed to relieve the participant.

9. Worker's Compensation Leave:

The district shall provide worker's compensation insurance for employees injured on the job who are unable to work. Individuals injured on the job and qualifying for lost time benefits may not receive sick leave benefits and worker's compensation benefits at the same time.

If a work related the injury forces the employee to miss work up to three (3) days, the district shall pay for such days but shall not charge the days to sick leave.

Worker's compensation leave is considered paid leave, so that any rights and benefits shall continue while the employee is healing.

10. Civic Duty Leave:

Employees elected to public office shall be granted a leave of absence without pay for the period of time they serve in office.

11. Voting Leave:

Employees shall be granted the necessary time to vote as provided under the Iowa Code.

12. Military Leave:

A leave of absence and pay for such leave shall be granted for any period of active state or federal military service as provided by the Iowa Code.

On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken. Any employee whose military leave exceeds a continuous period of six months shall make application for reinstatement to the superintendent or his/her designee and return to employment within ninety (90) days after termination of such military service.

13. Family Medical Leave:

Employees covered under this contract shall be covered under the federal Family Medical Leave Act (FMLA). This act provides for certain guaranteed leaves and benefits during and after said leaves. Leaves granted for similar purposes under other provisions of the contract shall run concurrently with, but not be in addition to, those provided by FMLA. Employees may inquire about FMLA at the district office of Human Resources.

14. Parental:

All school employees shall be eligible for parental leave, not to exceed the duration of the school year, in which it is taken, without pay except where sick leave is applicable, subject to the following conditions:

- A. Notification: The employee shall notify the superintendent or designee in writing as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave and indicating the anticipated length of such leave. If differences of opinion exist regarding ability to perform duties, such shall be resolved by a written statement from the employee's attending physician. The district shall be entitled to extend said leave to the beginning of the following school year.
- B. Return rights: The employee shall return to previously held position upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to work, the employee shall assume all previous rights and privileges.
- C. Benefits: All benefits, including insurance, shall be paid by the employee beginning with the effective date of leave for so long as the leave is extended, except as provided under FMLA.
- D. Pay: Employees on such leave retain their seniority for purposes of pay.
- E. Sick leave use: Sick leave may be used by the employee only in the amount of accumulated sick leave and not beyond such time that a physician designated by the board, if the board desires a second opinion, certifies the employee physically or mentally disabled.
- F. Other leave in conjunction with FMLA may apply and it may or may not be paid leave, based upon what accumulated paid leave the employee has available to them. Such unpaid but approved leave is approved after all other paid leave has been exhausted.
- G. Adoption: In cases of adoption of a child, these policies shall apply where applicable.

15. Family Illness:

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the board.

16. Educational Improvement:

A leave of absence without pay for up to one (1) year may be granted to an employee, upon application, for the purpose of engaging in study at an accredited college, university or trade school reasonably related to their responsibilities.

17. Other leaves:

Other leaves of absence without pay, not to exceed 365 calendar days, may be granted by writing and requesting such approval from the superintendent or his/her designee.

ARTICLE XIII - VOLUNTARY PAYROLL DEDUCTIONS

Section 1. Annuities

Employees may purchase an annuity from any company of their choice. Each employee shall be limited to one annuity company. The proper forms may be filed anytime up to ten (10) days prior to the October 1st and April 1st pay date. Each employee is limited to one change (start, stop, increase or decrease amount) per calendar year as per Internal Revenue regulations. Maximum contribution to all annuity companies may not exceed 20% of the employee's gross salary.

Section 2. United Way

Start, stop, or make changes on appropriate United Way deductions cards. Equal monthly deduction beginning in January and terminated either six months (June) or twelve months (December) later.

Section 3. Medical Insurance

Deduction for dependent insurance on the 1st and 15th payday provides coverage for the current month. Starting or stopping coverage shall be done prior to the first day of the month in which you desire coverage. Increasing or decreasing the number of dependents covered under dependent medical insurance may be done at any time.

Employees desiring dependent insurance other than at the time of initial enrollment must submit "late enrollee" applications to the insurance carrier. Upon receiving approval from the insurance carrier, the dependents shall be provided coverage commencing the first day of the following month. Dependent coverage must be in effect for coverage on newborn children.

Section 4. Life Insurance

Employees may at their own expense, purchase optional life insurance in accordance with limits set by the carrier.

Section 5. Other

Employees shall be informed of other plans or programs jointly approved by the classified groups and the Board.

Section 6. Credit Union

Credit Union contributions shall be withheld with proper authorization from the credit union and changes submitted up to two times per year, on September 1 through September 15 and May 1 through May 15.

Section 7. P.E.O.P.L.E.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by given written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XIV - VACATIONS

Section 1. Vacation Pay

Vacation pay shall be determined by using the employee's regular straight time and the employees regular scheduled hours.

Employees scheduled to work the school year, only, shall not qualify for vacation benefits.

All personnel working a twelve month basis shall have earned paid vacation based upon anniversary date of initial employment, as follows:

- 5 days - Hire date (Pro-rated at date of hire to 7-1XX)
- 10 days - The next 7-1-XX through 4th anniversary
- 15 days - 5th year of service through 12th anniversary
- 20 days - 13th through 19th anniversary
- 25 days - 20th year of service and any subsequent year

Vacation shall accumulate on the rate of number of day/partial days per month; i.e., if a full time employee works 40 hours a week and accrues 10 days per year, the accumulation would be .83 of a day per month (10 divided by 12). Vacation time for a partial month of employment would be computed on the basis of 20 working days per month. Any vacation used prior to being earned will be repaid to the District should termination of employment occur before all used vacation is earned.

Joe Snow is hired November 5, 1999 and is issued 3.5 days of annual leave representing the 8/12 months or 67% of the allotment for his first year on the job. On July 1, 2000 he will get ten days because he is starting his second fiscal year and so forth on July 1, 2001 another ten days, on July 1, 2002 another ten days. On July 1, 2003 he will get 15 days of annual leave because he is beginning his 5th fiscal year.

Section 2. Vacation Rights in Case of Layoff or Separation

Upon separating from District service for any reason during their anniversary year, employees shall be entitled to use or be paid for their earned pro-rated number of days of vacation.

Section 3. Vacation Schedule

The District will provide the official school calendar to the Union as soon as it is approved by the Board of Education.

Vacation, for employees classified as custodians, shall be scheduled, with the supervisor's approval.

Employees who give at least 30 days' written notice of the requested week off, whether earned or not, shall be granted the time off in accordance with their seniority. Otherwise, time off shall be granted on a first come, first served basis.

Non-paid time off in excess of five (5) days per anniversary year shall not be credited in computing paid vacation.

If the District is able, it shall give up to one week of leave without pay to employees who wish to take such time off.

No time shall be given during the last five working days preceding the first day of school.

Employees who are called into work during their vacation shall be paid for such work at time and one-half and vacation time lost will be scheduled at a later date.

Employees who are hospitalized or who otherwise can prove illness during their vacation may reschedule such days of vacation charged as sick leave at a later date.

Employees shall schedule vacation in blocks of no less than one half day.

Employees transferring from a position which qualifies for vacation to a position which does not qualify for vacation shall have earned pro-rata vacation based on the portion of the anniversary year that the employee was working in the vacation qualifying position. Employees transferring from a position which does not qualify for vacation to a position that does qualify for vacation shall have earned pro-rata vacation based upon the remaining portion of the anniversary year that the employee will be working.

ARTICLE XV - GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally by the District and the Union to all employees in the bargaining unit without discrimination by either party on the basis of age, sex, marital status, race, color, disability, handicap, creed, or national origin.

Section 2. Union Bulletin Boards

The Employer agrees to furnish and maintain one bulletin board in a convenient place in each building to be used by the Union for intra-union business.

The Union shall not post notices and bulletins to such bulletin boards until after receiving approval from the Superintendent, except for lists of members, meeting notices, and notices to employees which are not political in nature, detrimental to the Employer, or inflammatory in nature, which may be posted without prior approval.

Section 3. Activity Passes

Each employee at her/his option shall receive an activity pass good to all events sponsored by the Muscatine Community School District. This pass will admit the employee and companion.

If the District requires employee's services during such an event, due to unforeseen circumstances, the employee will provide the assistance required when in attendance.

Section 4. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local Union representatives, District council representatives, or international representatives, may have access to the premises of the Employer at reasonable times to conduct Union business after securing the approval of the Superintendent. The visit shall not disrupt normal work operations.

Section 5. Work Rules

Management agrees to establish an exemplary set of reasonable work rules which shall cover all employees in the bargaining unit. The Union shall have the right to grieve the reasonableness and/or the individual application of any new or existing work rule. New or modified rules shall be posted for employee review and comments at least five (5) working days before they become effective.

All employees shall receive a copy of rules and changes.

Section 6. Health and Safety Rules

- A. Rules Posted. Appropriate safety rules shall be permanently posted in each building which shall include but not be limited to, job safety, accident reports, and workmanship.
- B. Equipment. All equipment shall be adequate to perform the duties as assigned and kept in proper working order as determined by the District.
- C. Coveralls. The District shall make coveralls available to employees for use on unusually dirty jobs such as spraying and marking fields, cleaning boilers and filters, and repairing and asphaltting roofs.

Section 7. Access to Personal Data

Employees shall have access to their own files and records kept by the Employer.

Employees may at their expense request a copy of any of their personnel data.

Section 8. Communications

The local Union President, Union Stewards and Chapter Chairperson may transmit communications authorized by the local Union to the Superintendent or his or her designee during normal working hours without loss of pay.

Section 9. Training

Employees required to attend training sessions shall be paid for the time spent in such sessions.

The union shall be authorized to make presentations to employees during scheduled inservices.

The district shall make concerted efforts to provide training not less than one day per year to its unit members, so that they may gain knowledge/skills required for advancement.

Section 10. Job Descriptions

The Employer agrees to develop job descriptions for the above job classifications which shall reflect the work being done and shall furnish such job descriptions to all bargaining unit employees and the Union. Before any changes are made in job descriptions, the Employer agrees to meet and discuss proposed changes with the Union.

The unit and the district shall review duty rosters and job descriptions periodically, but not less than every two years so that they accurately reflect job expectations.

Section 11. Responsibility for Students

No bargaining unit employee shall be expected to maintain student discipline or oversee students except during emergency situations.

Section 12. Safety

The district shall have the right to establish these safety standards for the period 7-1-05 through 6-30-07. The district and the bargaining unit shall review the results of such safety standards as to impact on reduced work place injuries, reduced worker's compensation rates and reduced loss of work days and determine during negotiations if the standards shall be extended, allowed to expire or be modified in whole or in part.

The district shall have legitimate objective criteria for requesting "ability to perform" examinations as noted in "C" below and shall not simply require them of everyone. An objective example of an accident, an injury, or an illness requiring an ability to perform examination would be one requiring surgery and/or loss of more than ten (10) days of work, or a doctor's statement restricting an employee's ability to perform essential functions of their jobs.

- A. Each unit shall decide on at least one member to be part of a district task force on safety and participate in a review of these provisions.
- B. Each employee shall annually evaluate his/her physical ability to perform the required duties and responsibilities. Retirement and/or alternative employment is encouraged under circumstances where individual's physical and/or emotional factors limit an employee's effectiveness.
- C. Each employee who is involved with an accident, an injury, or illness, as noted above, whether on the job or while off-duty may be asked to participate in an evaluation by a physician as to his/her physical and/or emotional ability to perform the essential functions of their jobs. Such fitness to perform examinations shall be specific to actual job requirements and essential functions of the job the employee holds and if required shall be paid in full by the district. Failure to meet the standardized medically valid criteria of the specific job the employee holds shall be valid grounds not to return the employee to their position. However, the Americans with Disability Act (ADA) requirements for reasonable accommodations shall remain in force. Work hardening regimes, conditioning, or other forms of therapy may be required as a prerequisite to the employee returning to work. Whenever possible the district shall develop work duties suitable to the employee's capacity to perform and the employee shall return to such alternative duties as soon as practical after the accident, injury or illness.

Section 13. Agreement Preparation

At the conclusion of negotiations, when both sides have ratified the agreement, administration shall be responsible for preparing an updated agreement within 15 working days. The employee unit shall have 15 working days from receipt of the administrative draft to review, edit and correct the administrative effort. The district shall have 15 working days from receipt of the employee's corrections to make such actual corrections and run copies. A copy of the agreement shall be presented to all employees now employed and hereafter employed by the Board. Only language that has been modified in negotiations is subject to review. All other language is to remain as is.

ARTICLE XVI – EVALUATIONS

Section 1. Probationary Evaluation

To be retained new employees must receive a satisfactory evaluation prior to the conclusion of their probationary period. Probationary employees may be dismissed without a written evaluation for just cause. Probationary employees may not grieve their termination or their evaluation.

Section 2. Non-probationary evaluation

All non-probationary employees shall be evaluated at least annually thereafter, not less than thirty (30) days prior to the individual employee's last scheduled day for the fiscal year.

Section 3. Form

An evaluation form was suggested for trial use for a two-year period to replace our previous form in the contract ending 6-30-03. It is found as Appendix "C" in this contract. With mutual consent we agreed to use this form as the only evaluation form effective 7-1-03.

Section 4. Procedures

Employees shall be given their evaluation in a sealed envelope and shall have three (3) working days to schedule a meeting with the evaluator. Employees shall have three (3) additional working days to respond to the evaluation in writing.

The custodial supervisor shall participate and assist with the evaluation of custodians performed by the principals and assistant principals.

ARTICLE XVII – RESERVED

ARTICLE XVIII - SAVINGS CLAUSE

In the event any Article, Section, or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision, and, upon issuance of such a decision, the Employer and the Union agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XIX - DURATION

This agreement shall be in effect from July 1, 2005 through June 30, 2007.

In witness thereof, the parties hereto have set their hands this 30 day of March, 2005.

FOR THE UNIT

Ray Bunch
Buddy Gerdt

FOR THE DISTRICT

Thomas F. Williams
Ann Hart

APPENDIX A
UNIFORM LANGUAGE
Employee Insurance Benefit Plan

The Board agrees to provide to eligible employees as elsewhere defined in this agreement, as well as all those with grandfather rights to benefits, the following coverages and benefits.

On July 1, 2003 the district and units mutually agreed to modify coverages and plans. The district contributes the cost of the single premium of Plan "A with PPO". The employee contribution of \$1.00 per year is being done solely to meet the State of Iowa Insurance Commission rules so that our employees may legally "opt-out" of insurance programs. For employees electing to enroll in dependent coverage, the district shall contribute \$140 per month in FY-01 and all years thereafter. The district and units modified coverages again on July 1, 2004 and then again on July 1, 2005.

The coverages shown below shall be made available to all employees who qualify as per the terms and conditions outlined in the contract. The employee shall have the right to select from such benefits. The benefit plans shall run January to December. Employees shall select prior to their hire date which benefits they shall take until the end of their first calendar year and have the opportunity to make annual adjustments as provided by IRS regulations.

The district's contribution shall be the cost of the single premium per month for plan "A with PPO". The employee's contribution shall be \$1.00 per year for the "A with PPO" plan; other options are available to each employee and they may so choose such options with the district's contribution. Additionally, employees may elect to add pre-tax funds or post-tax funds, and those eligible to receive the health insurance deductible differential shall have \$12.50 monthly added to their total. [See next paragraph.] They may select from such benefits as may be made available to them or they may waive out of said benefits by providing the District with evidence of insurance from some other source. The employee, if qualified, may waive out of any or all benefits and receive up to \$220 per month less taxes and any other deductions as may be required in the form of earned wages or a 403(b). Effective 7-1-03 this amount shall be paid in such a way as to only cost the district \$220 per month. The District reserves the right to change carriers, provided coverage levels in effect 7-1-05 do not change. Insurance plan documents, not the brief synopsis contained herein, shall be determination of actual coverage levels.

On July 1, 1995 the employees and district modified coverages and the district agreed to issue a stipend to the food workers and three AFSCME units. The \$150 annual stipend is paid out at an equal amount per paycheck, eg. \$6.25 per paycheck if 24 pays or \$12.50 per paycheck if 12 pays. The funds may be used to fund deductible exposure, or any reason the employee personally feels appropriate. These funds shall not be costed against the units in any future negotiations. Effective July 1, 2001 this unit shall provide this \$150 annual stipend only to those who enroll in the district's health insurance program.

The cost of IRS-125 Flexible Spending Plan Administration:

The district shall pay the administrative fee for the IRS-125 Flexible Spending Plan. Should the employee choose to not participate in the medical or day care reimbursement program they waive this amount.

Health Insurance

These are the plans available 7-1-05. All plans specified below include PCS managed care, a five million dollar lifetime maximum effective 7-1-04 and require pre-authorization. There is a lifetime cap on infertility of \$25,000 and there is no longer a deductible and coinsurance carryover in the fourth quarter. Alcohol, drug, mental and nerve disorders are the same as other coverages. For each plan, refer to actual plan booklet for coverage levels. On all plans, providers shall not be restricted but with the PPO plans the co-insurance is 90/10 in network and out of network is 80/20. The PPO plans all have prescription drug cards with \$10/20 co-pay without a maximum.

Employees may “buy-up” or “buy-down” amongst these choices so long as at least ten persons sign-up for the plan. Employee and family must be enrolled in the same plan. The Iowa School Employees Benefit Association (ISEBA) with Farm Bureau-Wellmark Blue Cross/Blue Shield Insurance as the plan administrator provides all plans. The employees may select from the four plans shown below. All four plans have three tier pricing: single; single plus one and family.

- | | |
|----------|--|
| A as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$100 single and \$200 family. Maximum out of pocket equals \$500 single and \$1,000 family. [The Muscatine Education Association Certified Administrators, Classified Professionals, Custodial-Maintenance & Mechanics, Secretarial, Clerical, Aides and Paraeducators, Food Workers and School Bus Drivers receive this as the standard plan.] |
| B as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$250 single and \$500 family. Maximum out of pocket equals \$1,000 single and \$2,000 family. |
| C as PPO | All charges within PPO network are paid at 90/10. Enrollee pays \$10 co-pay within the network. Enrollee pays \$20 co-pay plus coinsurance outside the PPO network. The deductibles equal \$500 single and \$1,000 family. Maximum out of pocket equals \$1,000 single and \$2,000 family. |
| HSA | All services are subject to deductible. There is no 4 th quarter carry-over, prescription drugs are covered under health at the in network level. Deductibles are \$1,000 single and \$2,000 family with maximum out of pocket of \$2,000 single and \$4,000 family. Co-insurance if all services applies to the out-of-pocket maximum. There is a lifetime maximum of \$500,000. See other details in plan booklet. |

Current employees currently working 20+ hours per week who are beyond their probationary employment but do not qualify for employer paid health insurance may enroll if they enroll within thirty (30) days of becoming eligible. Employees working less than 20 hours per week who are beyond their probationary employment and who then get added hours in this unit or another MCSD position that bring them over 20 hours per week may enroll if they do so within thirty (30) days of becoming eligible. District employee hired for twenty (20) hours or more, not qualifying for district paid insurance may enroll if they do so within their first thirty (30) days of employment.

District employees, who at some point qualify for district paid insurance and at some later

date do not, may utilize COBRA provisions or these provisions to remain in the district's plan, if they remain in the plan and do not drop coverages at the point of their change in status.

The employees eligible to enroll or continue coverages are responsible for payment of the required premium. A medical statement and/or other restrictions may apply. Contact the human resource office or the district's carrier for further details. District employees are notified of their eligibility for benefits in their hire sheets. It is the responsibility of the employee to make application for such benefits.

Dental Insurance:

There shall be a plan that includes basic dental care of up to \$1,000 per single and per family member per year. There shall be a \$25 deductible per family per year. There shall be a cost sharing of 50/50 on orthodontics. This shall be the standard plan for those eligible for dental insurance.

Life Insurance:

Life insurance shall be made available in units of \$5,000, \$10,000, \$15,000, \$20,000, \$40,000, \$50,000 \$100,000 and \$300,000. The policies shall include a double amount for accidental death.

Child care reimbursement:

As part of the district's IRS-125 Flexible Spending Plan the employee may select to use a portion of the district paid benefits towards childcare.

Medical reimbursement:

As part of the district's IRS-125 Flexible Spending Plan the employee may select to use a portion of the district paid medical reimbursements for items not covered through the other insurance programs.

403 (b) retirement program(s):

As part of the District's benefit plan the employee may select to use a portion of the District paid benefits towards an approved 403 (b) program.

Voluntary withholding:

As part of the District's benefit plan the employee may select to use their own monies towards any or all of the insurance programs and or retirement programs.

Credit Union Membership:

As part of the District's benefit plan the employee may select to use their own monies towards any or all of the services provided through Alcoa Credit Union. Employees may make changes submitted up to two times per year, September 1st through September 15th and May 1st through May 15th.

Modifications and limits to selection:

The IRS-125 Flexible Spending Plan and insurance providers may have limits beyond the control of the District to control entry and exit from programs. The School District shall have the right to apply reasonable restrictions to the number of voluntary withholdings and frequency of changes.

APPENDIX B Union Membership Card

AFSCME/Iowa Council 61, AFL-CIO
NON-TRANSFERABLE

Name of new member you signed up: _____

Your name _____

Your Social Security # _____

te _____

By signing up a new member, you are automatically enrolled in the AFSCME Council 61 Incentive Program and will receive \$10.00. Thank you for helping to build our union.

If you would like to donate your \$10 to P.E.O.P.L.E., check this box ☐

All earnings from this Incentive Program must be declared as income to the IRS. AFSCME Council 61 will pay no taxes on this amount for the individual.

65476

AFSCME/IOWA COUNCIL 61, AFL-CIO
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION DUES

By _____
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

Employer _____
STATE THE NAME OF YOUR EMPLOYER AND YOUR DEPARTMENT

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly union membership dues established by the AFSCME Local Union.

The amount shall be certified by AFSCME Council 61 Local Union No. _____ and any change in such amount shall be certified.

I, the undersigned, hereby designate AFSCME/Iowa Council 61 as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare.

EMPLOYEE'S SIGNATURE

DATE

SOCIAL SECURITY NUMBER

PLEASE PRINT STREET ADDRESS

JOB CLASSIFICATION

CITY

41

STATE

ZIP

65476

YOU HAVE A RIGHT TO UNION REPRESENTATION

The United States Supreme Court and the Iowa Supreme Court ruled that you have a right to Union representation during any investigatory or disciplinary meeting where you have reason to believe a disciplinary action may occur to you because of information you are providing. The following has been provided to assist you as a guideline to determine whether or not you need Union representation when participating in any meeting with Management. You should ask the Management representative at the beginning of the meeting the following question: Is it possible that I will be disciplined for the information that I am about to give you? If the answer to that question is YES, it is recommended to you that you immediately seek Union representation. If the answer to the question is NO, it is strongly advised that you have Management put this assurance in writing and a copy given to you before you continue the interview with the Management representative(s).

Detach and retain this Temporary Membership Card. Your permanent card will be mailed to you.

Congratulations!

You have just joined with over 1.3 million members who make up the family of AFSCME.



"There's Strength In Members"

APPENDIX C
Muscatine School District
Custodial/Maintenance/Mechanics
Evaluation Report

Employee	Evaluator			
Job Classification	Please circle which type of evaluation: Probationary, 10-day Trial or Annual			
Location				
Area of Evaluation	Not Applicable	Needs Improvement	Acceptable	Above Average
1. Attendance				
A. Employee's daily attendance is				
B. Employee follows leave procedures				
C. Employee works on the "tough workdays"				
D. Employee can be counted on to work				
2. Skills, talents & abilities				
A. Understands job expectations				
B. Accepts training and learns on the job				
C. Can perform all duties assigned				
3. Job Performance				
A. Reads and understands the duty roster				
B. Works to perform the job requirements				
C. Understands and uses work orders				
D. Meets with supervisor to resolve problems				
E. Follows safety procedures				
F. Accepts responsibility				
G. Performs duties with a high level of skill				
H. Displays initiative				
I. Performs duties in a timely manner				
4. Working relationships				
A. Performs duties with a positive attitude				
B. Accepts criticism, direction &/or changes				
C. Is courteous to students, staff supervisors and community members				
5. Public employer expectations				
A. Exercises good judgement				
B. Is dependable, reliable and honest				
C. Takes proper care of equipment				
D. Personal hygiene and appearance				
6. Comments and recommendations:				
Employee's Signature			Date	
Evaluator's Signature			Date	
The above signature confirms that the employee has received this evaluation, it does not necessarily imply agreement.				
cmeval45				

APPENDIX D

During FY'94-95, the health insurance plan for employees, in effect as of 7-1-93, was modified in the following fashion, effective 1-1-95:

1. single deductible increased to \$250
2. family deductible increased to \$500

All other coverage levels on the health insurance plan, and on all other insurance plans, shall remain the same as those in effect as of 7-1-93.

In consideration for the above mentioned changes, the District agrees to the following:

Effective the first pay period of each calendar year, employees electing single or family health insurance coverage shall be provided \$150. Additionally, employees newly electing single or family health insurance coverage after the first pay period of each year but before the end of the calendar year, (including new employees), shall be provided \$150. The \$150 amount reflects the difference between the 7-1-93 single deductible and the 1-1-95 single deductible.

All amounts listed above shall be considered by both parties to be part thereof of the health insurance package, and shall not be subject to change by either party, unless the health insurance deductibles change during negotiations. Additionally, the amounts listed above shall be exempt from being costed against new money during negotiations. These amounts listed above may be used by employees to fund additional deductible exposure or for any reason the employee deems personally appropriate. The employee may also place the amounts listed above into a section 125 plan. The District agrees to pay administration fees for the section 125 plan, effective 7-1-94, for employees who are currently in the plan. The District shall also pay the administration fees for those who elect to participate in the section 125 plan after January 1, 1995. The deductible year for purposes of this agreement is a calendar year.

APPENDIX E

TO: _____

From: Bob Sunderbruch, Director of Resources

Subject: Current Position(s)

Date: February 25, 1997

This is to assure you that the position(s) that you currently hold are, in fact, considered one position in the eyes of the district. It is not our intention to split the position into two. Our current view is that for two years, or perhaps longer, we will have no economic reason to do anything with the hours with such a position nor any reason to split the position.